

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE <div style="text-align: center;">12</div>		PAGE OF PAGES <div style="text-align: center;">1 4</div>	
2. AMENDMENT/MODIFICATION NO. <div style="text-align: center;">27</div>		3. EFFECTIVE DATE <div style="text-align: center;">December 15, 2004</div>		4. REQUISITION/PURCHASE REQ. NO. <div style="text-align: center;">N/A</div>		5. PROJECT NO. (If applicable)	
6. ISSUED BY Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812		CODE <div style="text-align: center;">PS31-J</div>		7. ADMINISTERED BY (If other than Item 6) Jeffrey S. Jackson (256) 544-8935 Phone (256) 544-3223 Fax		CODE <div style="text-align: center;">PS31-J</div>	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Science Applications International Corporation (SAIC) Company 6, Technology Services Company 10260 Campus Point Drive San Diego, CA 92121 c/o 6725 Odyssey Drive, Huntsville, AL 35806				(✓)		9A. AMENDMENT OF SOLICITATION NO.	
				X		9B. DATED (SEE ITEM 11)	
						10A. MODIFICATION OF CONTRACT/ORDER NO. <div style="text-align: center;">NNM04AA02C</div>	
						10B. DATED (SEE ITEM 13) <div style="text-align: right;">1/1/04</div>	
CODE CAGE- 0T5L1		FACILITY CODE SAP- 103429					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15 and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a), the "Changes" clause, and Mutual Agreement
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [] is not, [X] is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

	Negotiated <u>Estimated Cost</u>	Shared Savings <u>Fee</u>	Award Fee <u>Earned</u>	Potential <u>Award Fee</u>	Contract <u>Value</u>	Total Sum <u>Allotted</u>
Prev. Base Total	\$458,530,859	\$0	\$2,658,243	\$24,704,369	\$485,893,471	\$160,043,711
This Modification	\$26,850,649	\$0	\$38,088	\$1,558,084	\$28,446,821	\$0
Rev. Base Total	\$485,381,508	\$0	\$2,696,331	\$26,262,453	\$514,340,292	\$160,043,711

SEE PAGE 2 FOR DESCRIPTION OF AMENDMENT/MODIFICATION

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print) Julia A. Whitt, Contracts Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) David A. Iosco, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
<u>/s/ Julia A. Whitt</u> <small>(Signature of person authorized to sign)</small>	12/09/04	BY <u>/s/ David A. Iosco</u> <small>(Signature of Contracting Officer)</small>	12/15/04

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT
(continued)

The purpose of this modification is to definitize the Contractor's proposal SAIC-P-005 entitled "Marshall Space Flight Center (MSFC) IMFP Integration Services," including Revisions A through C. This effort will provide support for additional modules and incorporate a revised module rollout schedule. The proposal was submitted in response to NASA/MSFC letter request for proposal PS31-J/AA02C-04-047 dated July 26, 2004 and Change Order Modifications No. 16 and 23 dated August 16, 2003 and October 20, 2004, respectively. Accordingly, NNM04AA02C is modified as follows:

- A. Under Section B, Clause B.2, Estimated Cost and Award Fee, the total of Estimated Cost is increased by \$45,386,751. This increase is by \$26,850,649 (from \$458,530,859 to \$485,381,508) for the base period reflected in paragraph (a) and as CLIN 001 in paragraph (b), by \$11,121,328 (from \$162,708,609 to \$173,829,937) as CLIN 003 in paragraph (b), and by \$7,414,775 (from \$166,243,861 to \$173,658,636) as CLIN 005 in paragraph (b). The total of Potential and Earned Award Fee is increased by \$2,708,339. This increase is by \$1,596,172 (from \$27,362,612 to \$28,958,784) (Potential Award Fee by \$1,558,084 and Earned Award Fee by \$38,088) for the base period reflected in paragraph (a) and as CLIN 001 in paragraph (b), by \$667,280 (from \$9,762,517 to \$10,429,797) as CLIN 003 in paragraph (b), and by \$444,887 (from \$9,974,632 to \$10,419,519) as CLIN 005 in paragraph (b). These amounts are further allocated by contract year as follows:

Paragraph (a)

	<u>Estimated Cost</u>	<u>Potential Award Fee</u>	<u>Earned Award Fee</u>
3/31/04 - 6/30/04	\$ 682,584		\$38,088
7/1/04 - 12/31/04	\$2,118,167	\$127,090	
1/1/05 - 6/30/05	\$6,162,169	\$363,730	
7/1/05 - 12/31/05	\$6,162,170	\$363,730	
1/1/06 - 6/30/06	\$5,862,779	\$351,767	
7/1/06 - 12/31/06	\$5,862,780	\$351,767	

Paragraph (b)

	<u>Estimated Cost</u>	<u>Potential Award Fee</u>
1/1/07 - 6/30/07	\$5,560,664	\$333,640
7/1/07 - 12/31/07	\$5,560,664	\$333,640
1/1/08 - 6/30/08	\$3,707,387	\$222,444
7/1/08 - 12/31/08	\$3,707,388	\$222,443

(It is noted that \$1 is allocated both to periods 1/1/07 – 6/30/07 and 1/1/08 – 6/30/08 to allow total fee reconciliation with the award fee negotiated of \$2,708,339)

B. Under Section B, Clause B.6, Contract Funding, an amount of \$294,492 is reallocated from Estimated Cost to Provisional Award Fee in order to provisionally fund 60% of the Potential Award Fee for the periods 7/1/04 to 12/31/04 and 1/1/05 to 6/30/05. This is required in order to allow for the provisional billing of award fee during the current performance evaluation period as well as the next evaluation period. Contractor billing of provisional award fee for any period shall not exceed 60% of the Potential Award Fee pool available for that period. Balance of fee shall be paid upon allocation of Earned Award Fee as determined by the UNITeS Fee Determination Official. This action will not result in a revised coverage date. In addition, an amount of \$38,088 is allocated to Earned Award Fee in order to allow billing of fee allocated to the period 3/31/04 to 6/30/04 and earned during that period.

C. [

(b)(4)

D. On the Standard Form 26, Award/Contract, Block 15G, the total contract value is increased by \$26,850,649 (from \$458,530,859 to \$485,381,508) in recognition of the actions taken in (A) above.

E. The modification(s) made above are reflected in total on the change page(s) enclosed herewith. In order to reflect the change(s) made, the page(s) listed below are hereby deleted from, or added to, NNM04AA02C. Either bolded text or a vertical change bar included in the right margin indicates the specific area(s) of change.

Page(s) Deleted

B-2
B-3
B-5
B-8

Page(s) Added

B-2
B-3
B-5
B-8
J-7 (1 to5)

- F. In recognition of the modification(s) agreed to herein as complete equitable adjustments for the Contractor's "proposal(s) for adjustment" listed below, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment(s) attributable to such facts or circumstances giving rise the "proposal(s) for adjustment."

Contract
Change Identification

NASA/MSFC letter
request for proposal
PS31-J/AA02C-04-047
dated July 26, 2004
including updates
PS31-J/AA02C-04-051
dated July 30, 2004,
PS31-J/AA02C-04-054
dated August 9, 2004,
Change order Modification
No. 16 dated August 16, 2004,
and Change Order
Modification No. 23 dated
October 20, 2004

Contractor
Proposal Number

SAIC proposal SAIC-P-005
dated August 30, 2004 and
submitted via SAIC letter
SAIC-04-079 dated
August 30, 2004

SAIC proposal SAIC-P-005,
Revision A, dated
September 8, 2004 and
submitted via SAIC letter
SAIC-04-083 dated
September 8, 2004

SAIC proposal SAIC-P-005,
Revision B, dated
September 29, 2004 and
submitted via SAIC letter
SAIC-04-094 dated
September 29, 2004

SAIC proposal SAIC-P-005,
Revision C, dated
November 1, 2004 and
submitted via SAIC letter
SAIC-04-109 dated
November 1, 2004

- G. All other terms and conditions of NNM04AA02C remain unchanged.

B.2 ESTIMATED COST AND AWARD FEE

(a) The estimated cost and contract fees are as follows:

Contract Year	Period Covered	Estimated Cost	Shared Savings Fee	Earned Award Fee	Potential Award Fee
Base Year 1	1/1/04-6/30/04	\$ 47,472,018		\$2,696,331	\$0
Base Year 1	7/1/04 - 12/31/04	\$ 86,759,625			\$ 5,205,459 (\$3,956,149 AF) (\$1,249,310 OF)
Base Year 2	1/1/05-6/30/05	\$ 88,371,920			\$ 5,296,316 (\$4,025,200 AF) (\$1,271,116 OF)
Base Year 2	7/1/05 - 12/31/05	\$ 88,371,920			\$ 5,296,315 (\$4,025,199 AF) (\$1,271,116 OF)
Base Year 3	1/1/06-6/30/06	\$ 87,203,012			\$ 5,232,182 (\$3,976,458 AF) (\$1,255,724 OF)
Base Year 3	7/1/06 - 12/31/06	\$ 87,203,013			\$ 5,232,181 (\$3,976,458 AF) (\$1,255,723 OF)
Option Year 1	1/1/07-6/30/07				
Option Year 1	7/1/07 - 12/31/07				
Option Year 2	1/1/08-6/30/08				
Option Year 2	7/1/08 - 12/31/08				
	TOTAL	\$485,381,508		\$2,696,331	\$26,262,453

* AF denotes Award Fee

** OF denotes Objective Fee

(b) The estimated cost and award fees applicable to the base period and each option period are as follows:

CLIN	Oty.	Unit	Estimated Cost	Award Fee
BASIC PERIOD (January 1, 2004 thru December 31, 2006)				
001	1	Job	\$485,381,508	\$28,958,784
			<u>Estimated Amount</u>	<u>Maximum Amount</u>
002	1	ID/R	\$0	\$1,500,000

CLIN	Qty.	Unit	Estimated Cost	Award Fee
OPTION PERIOD 1 (January 1, 2007 thru December 31, 2007)				

003	1	Job	\$173,829,937	\$10,429,797 (\$7,926,646 AF) (\$2,503,151 OF)
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			Estimated <u>Amount</u>	Maximum <u>Amount</u>
004	1	ID/R	\$0	\$500,000

CLIN	Qty.	Unit	Estimated Cost	Award Fee
OPTION PERIOD 2 (January 1, 2008 thru December 31, 2008)				

005	1	Job	\$173,658,636	\$10,419,519 (\$7,918,834 AF) (\$2,500,685 OF)
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			Estimated <u>Amount</u>	Maximum <u>Amount</u>
006	1	ID/R	\$0	\$500,000

(End of clause)

B.3 AWARD FEE FOR SERVICE CONTRACTS

(a) The contractor can earn award fee from a minimum of zero dollars to the maximum stated in **Clause B.2, "ESTIMATED COST AND AWARD FEE"** in this contract.

(b) Beginning 6 months after the effective date of this contract, the Government shall evaluate the Contractor's performance every 6 months to determine the amount of award fee earned by the contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with **ATTACHMENT J-5, UNITEs CPAF EVALUATION PLAN**. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis. Performance evaluation for PWS sections 3.0 and 5.0 will be evaluated against the standards delineated in **ATTACHMENT J-4, PERFORMANCE MEASUREMENT STANDARDS**. Any changes to this ATTACHMENT will be made by bilateral contract modification.

(c) The Government will advise the Contractor in writing of the evaluation results. The NASA/MSFC Financial Management Office, RS23 will make payment based on issuance of a unilateral modification by the Contracting Officer.

(d) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth

(i) The amount of award fee which has been awarded pursuant to this clause, the potential award fee available for the period, and the period to which said fee applies is set forth below:

Contract Year	Period Covered	Earned Award Fee	Potential Award Fee
Base Year 1	1/1/04- 3/30/04	\$270,275	\$275,791 (1/1/04 to 3/30/04)
	3/31/04- 6/30/04	\$2,426,056	\$ 2,572,649 (3/30/04 to 6/30/04) (\$1,955,213 AF)* (\$617,436 OF)**
Base Year 1	7/1/04 - 12/31/04		\$ 5,205,459 (\$3,956,149 AF) (\$1,249,310 OF)
Base Year 2	1/1/05-6/30/05		\$ 5,296,316 (\$4,025,200 AF) (\$1,271,116 OF)
Base Year 2	7/1/05 - 12/31/05		\$ 5,296,315 (\$4,025,199 AF) (\$1,271,116 OF)
Base Year 3	1/1/06-6/30/06		\$ 5,232,182 (\$3,976,458 AF) (\$1,255,724 OF)
Base Year 3	7/1/06 - 12/31/06		\$ 5,232,181 (\$3,976,458 AF) (\$1,255,723 OF)
Option Year 1	1/1/07-6/30/07		
Option Year 1	7/1/07 - 12/31/07		
Option Year 2	1/1/08-6/30/08		
Option Year 2	7/1/08 - 12/31/08		

(End of Clause)

B.4 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

[

(b)(4)

]

B.5 PREMIUM FOR SCHEDULED OVERTIME (MSFC--52.222-90) (FEB 2001)

Pursuant to the clause entitled "Payment for Overtime Premiums," the amount of overtime premium authorized shall not exceed the amount specified below for the indicated period.

[(b) (4)]

(End of clause)

B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$151,046,315. This allotment is for performance in all areas and covers the following estimated period of performance: contract award through February 28, 2005.

(b) An additional amount of \$8,997,396 is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost	\$151,378,895	(\$332,580)	\$151,046,315
Shared Savings Fee	\$0	\$0	\$0
Provisional Award Fee (Funded at 60%)	\$6,006,573	\$294,492	\$6,301,065
Award Fee Earned	<u>\$2,658,243</u>	<u>\$38,088</u>	<u>\$2,696,331</u>
Total Sum Allotted	\$160,043,711	\$0	\$160,043,711

(End of clause)

B.7 INDEFINITE DELIVERY/REQUIREMENTS

(a) The completion effort (definite quantity) of this contract is considered to be those services negotiated for the estimated cost and fees for the basic contract period and each priced option period. Work that cannot be sufficiently identified, predetermined, or quantified is identified as Requirements work.

(b) Requirements work is specified as that effort that exceeds the performance bands specified in **PWS sections 5.1, MSFC Applications and Web Services, and 3.9.4 and 5.10.4, Maintenance.**